



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/00BJ/LAC/2025/0604**

Property : **115 Macmillan Way, London SW17 6AU**

Applicant : **Katarzyna Alvarado**

Representative : **I/P**

Respondent : **Heritage Park (Block U-V1)
Management Company Ltd**

Representative : **N/A**

Type of application : **For the determination of the liability to
pay an administration charge pursuant
to Schedule 11 of the Commonhold and
Leasehold Reform Act 2002**

Tribunal members : **Judge Tagliavini
Mr Kevin Ridgeway MRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **22 July 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the sum of £1800 is not payable the applicant.
- (2) The tribunal determines that all further legal costs, charges or fees incurred as a consequence of or incidental to the charge of £1800 being charged are also not payable by the applicant.
- (3) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the lessees through any service charge.
- (4) The tribunal makes an order under para. 5A of Schedule 11 of Commonhold and Leasehold Reform Act 2002 so that none of the respondent's legal costs of administration fees can be added to the applicant's account.

The application

1. The applicant seeks a determination pursuant to Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ('the 2002 Act' as to the amount of administration charges payable by the applicant.

Background

2. The subject property at **115 Macmillan Way, London SW17 6AU** is a 2-bedroom flat in a purpose built block of flats. The applicant is the long leaseholder pursuant to a lease made between Fairview New Homes Limited and Heritage Park (Blocks U X W V & V1) Management Company Limited and Syed Hussani dated 3 July 2002.
3. In her application form the applicant stated that legal fees of £1,800 were added to her account after there was a leak to the flat below hers as a result of cracks to the stack pipe located between the applicant's flat and the affected flat below. Remedial works were carried out by the respondent but the applicant was subsequently charged £1,800 (inc VAT) in legal fees incurred by the respondent as set out in an invoice dated 31/01/2020 from Comptons Solicitors LLP to the respondent said to be for:

Professional Services

*Re: 115 Macmillan Way – Trace and Access
For the period 17 January – 3 February 2020 - £1770
but say £1500 plus VAT.....£1800*

4. The sum of £1800 was subsequently added to the applicant's service charges and administration fees of £228.00; £78.00, £168.00 and £507.00 (legal costs) were added for 'late payment.'
5. In a letter dated 11 August 2020 from the applicant's solicitors Mayo Wynne Baxter the applicant was advised it had been her responsibility to fix the leak that occurred although the applicant did not agree with this assessment stating that it had occurred from a communal pipe that remained the responsibility of the respondent as acknowledged in an email to the applicant dated 19 August 2020 from Errol Heritage (contractor) and repeated in an email from Linda Foss to the applicant dated 24 June 2022.
6. Thereafter, the applicant sent numerous emails to the respondent/managing agent seeking clarification of the £1800 legal costs added to her account. An email dated 23 July 2020 from Comptons stated *'the costs were for works done advising KFH*/your landlord and preparing the necessary documentation.*

**Kinleigh Folkard & Hayward*

The hearing

7. Neither party requested an oral hearing and the tribunal determined the application on the papers provided in the form of a 71 page digital bundle. The tribunal has made the following determination.

The tribunal's decision

8. The tribunal determines the £1800 legal costs plus all further administration and legal costs arising out of or incidental to these costs, including but not limited to the sums of £228.00; £78.00, £168.00 and £507.00, are not payable by the applicant. .

Reasons for the tribunal's decision

9. In reaching its decision the tribunal had regard to schedule 11 of the 2002 Act. The relevant parts of this state:

1(1)In this Part of this Schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—

(a)for or in connection with the grant of approvals under his lease, or applications for such approvals,

(b)for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,

(c)in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or

(d)in connection with a breach (or alleged breach) of a covenant or condition in his lease.

(2)...

(3)In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—

(a)specified in his lease, nor

(b)calculated in accordance with a formula specified in his lease.

(4)...

3(1)Any party to a lease of a dwelling may apply to the appropriate tribunal for an order varying the lease in such manner as is specified in the application on the grounds that—

(a)any administration charge specified in the lease is unreasonable, ...

(b)any formula specified in the lease in accordance with which any administration charge is calculated is unreasonable, or

(c)an administration charge specified in the lease is not payable because of paragraph 2A.

(2)...

5(1)An application may be made to the appropriate tribunal for a determination whether an administration charge is payable and, if it is, as to—

(a)the person by whom it is payable,

(b)the person to whom it is payable,

(c)the amount which is payable,

(d)the date at or by which it is payable, and

(e)the manner in which it is payable.

5A(1)A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.

(2)The relevant court or tribunal may make whatever order on the application it considers to be just and equitable.

(3)In this paragraph—

(a)“litigation costs” means costs incurred, or to be incurred, by the landlord in connection with proceedings of a kind mentioned in the table, and

(b)“the relevant court or tribunal” means the court or tribunal mentioned in the table in relation to those proceedings.

10. Despite the tribunal’s directions dated 27 February 2025, the tribunal finds the respondent has failed to provide any or any reasonable explanation for the legal costs of £1800 that have been added to the applicant’s service charge account. The tribunal also finds the respondent has failed to provide any explanation or justification for its use of solicitors to trace and access the leak that occurred from a communal pipe and the addition of further administration charges and legal costs to the applicant’s service charge account or point to the clauses of the lease on which it relies for the addition of these charges and costs.

11. The tribunal finds the lease at clause 2(5) provides an obligation on the lessee pay solicitor’s costs incidental to forfeiture proceedings pursuant to ss 146 and 147 of the Law of Property Act 1985. However, the tribunal finds that clause is irrelevant to the respondent’s claim for legal costs of £1800 for tracing and accessing a leak.

12. Clause 2(12)(b) of the lease requires the lessee:

To pay and indemnify the Lessor against all costs and expenses including (without prejudice to the generality of the foregoing) Solicitors’ costs and Surveyors’ fees in respect of or incidental to any advice sought or any action reasonably contemplated or taken by or behalf of the Lessor in order to prevent or

procure the remedying of any breach or non performance by the Lessee of any of the covenant conditions or agreements herein and on the part of the Lessee to be observed and performed

13. The tribunal finds:
- (i) The respondent has expressly admitted in writing the leak was from a communal pipe and not the responsibility of the applicant.
 - (ii) The applicant was not in breach of her lease.
 - (iii) The use of solicitors by the respondent to trace and access the leak is unexplained.
 - (iv) No witness statement was provided by the respondent to explain why it disagreed with the applicant's application.
 - (v) The applicant is not liable to pay the respondent's legal costs of £1800 or any and all late payment fees, legal costs or other charges arising out of or incidental to these costs of £1800.
 - (vi) The legal costs and administration charges and late payment fees are excessive and unreasonable.
14. Further, the tribunal notes the applicant's complaint that she has allegedly been 'locked out' of her service charge account and is unable to pay current service charges, thereby putting her at risk of a late payment fee. Although not part of this application, the tribunal hopes that no further charges are unnecessarily added to the applicant's account by reason of her being prevented from making current payments of service charges (as alleged), thereby avoiding the need for a further application to this tribunal.

Application under s.20C L&T 1985/para 5A of Sch. 11 pf the 2002 Act

15. Having made the determinations above the tribunal considers that it reasonable and appropriate that no further costs, charges or fees incurred by the respondent in respect of this application are added to the service charges of the lessees in the block or to the applicant's service charge account.

Name: Judge Tagliavini

Date: 22 July 2022

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).